



**10012-10022 CITRUS AVENUE  
FONTANA, CA 92335  
909-823-3428  
www.tlcauctions.com**

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### AGREEMENT

This agreement dated the 1<sup>st</sup> day of July 1st, 2021 in the County of San Bernardino, State of California, between **Alvord Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Alvord Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all

board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuant to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30<sup>th</sup> day of June, 2022. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1<sup>st</sup> day of July 2021

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

TLC Auctions

Alvord Unified School District